



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



June 04, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

89 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 75485 WITH
WESTERN STATE DESIGN, INCORPORATED FOR LAUNDRY EQUIPMENT
MAINTENANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Five (Amendment) to Agreement Number 75485 (Agreement) with Western State Design, Incorporated (Western State Design). The Agreement expires June 19, 2013. The Amendment will extend the term of the Agreement for Laundry Equipment Maintenance and Repair Services (Services) for an additional one-year period for an amount not to exceed \$829,000. This extension will allow for the completion of the solicitation process for a new service agreement.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Western State Design to continue providing the Services. The Amendment will extend the term of the Agreement for one year, from June 20, 2013, through June 19, 2014. The cost of the extension will remain firm and fixed for the 12-month period and reflects a 4.76 percent rate reduction approved by the Board on October 20, 2009.
2. Delegate authority to the Sheriff or his designee to terminate the Agreement earlier, in whole or in part, with 30 days advance written notice, once the Department has completed the solicitation process for a new agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to engage Western State Design to perform the Services necessary to maintain the Department's commercial laundry equipment.

The proposed Amendment will also allow the Department to complete the solicitation process for a new service agreement.

Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness, by enabling the Department to manage its laundry service operation efficiently and effectively. This helps support the health and well-being of inmates housed in the Department's custody facilities by complying with State regulations for sanitary laundering of inmates' bed linens and clothing.

FISCAL IMPACT/FINANCING

Funding is included in the Department's Fiscal Year 2013-14 budget for the ongoing Services. The Department will continue to allocate funds required to continue the Services throughout the duration of the Agreement as extended by the proposed Amendment.

The Amendment increases the Maximum Contract Sum from \$7,100,576 to \$7,929,776. The additional cost of \$829,200 (at the 4.76 percent decreased rate approved under Amendment Number One) for the additional one-year period includes routine maintenance, repair, and preventive maintenance, and will remain firm and fixed for the duration of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since December 20, 2005, the Department has contracted with Western State Design to provide these Services.

The Services include, but are not limited to, routine laundry equipment maintenance and repair, preventive maintenance, and emergency repair services. Under State law, the Department has the legal obligation to provide clean and sanitary bed linens and clothing to its inmate population.

Western State Design is in compliance with all Board and Chief Executive Office requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted Services for the Department's laundry service operation.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Fiscal Administration, Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca".

LEROY D. BACA
Sheriff

LDB:SB:sb

Enclosures

**AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Amendment Number Five ("Amendment") to Agreement Number 75485 ("Agreement") is entered into by and between the County of Los Angeles ("County") and Western State Design, Incorporated ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on December 20, 2005, County and Contractor entered into the Agreement to provide laundry equipment maintenance and repair services;
- B. WHEREAS, the Agreement had an initial three (3) year term with two (2) one-year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective December 20, 2009, County and Contractor entered into Amendment Number One to waive Contractor's 4.76% escalation in annual fees, in exchange for the addition of two (2) additional option year periods to the Agreement; and increased the Maximum Contract Sum to \$7,100,576 to accommodate the two additional option years; and
- D. WHEREAS, County and Contractor entered into Amendment Number Two to extend the term of the Agreement from December 20, 2010, through December 19, 2011, and Amendment Number Three to further extend the term of the Agreement from December 20, 2011, through December 19, 2012; and
- E. WHEREAS, County and Contractor entered into Amendment Number Four to extend the term of the Agreement from December 20, 2012, through June 19, 2013; and
- F. WHEREAS, the Agreement is currently in its six-month option period and expires June 19, 2013; and
- G. WHEREAS, County and Contractor agree to extend the term of the Agreement for an additional one (1) year period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

**AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

1. Section 7.0, Term, of the Agreement, is deleted in its entirety and replaced as follows to extend the Term of the Agreement through June 19, 2014:

7.0 TERM

7.1 The Term of the Agreement shall be from December 20, 2005 and shall terminate June 19, 2014. Notwithstanding, the Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.

7.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

2. Section 8.0, Prices and Fees, Paragraph 8.3, Maximum Contract Sum, is deleted in its entirety and replaced with the following to increase the Maximum Contract Sum by \$829,000 for the additional one-year period:

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under the Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed seven million, nine hundred twenty-nine thousand, seven hundred seventy-six dollars (\$7,929,776), which includes a one million, one hundred thousand dollar (\$1,100,000) allowance for off-hours emergency maintenance and repair services which shall be paid according to the rates set forth in Exhibit C2 (Rates for Off-Hours Services).

3. Exhibit C1, Price Schedule, is deleted in its entirety and replaced with the attached revised Exhibit C1, Price Schedule, to add the cost of the additional one-year period.
4. Except as expressly provided in this Amendment Number Five, all other provisions, terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.

**AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

5. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Five to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Five, or caused it to be duly executed by its duly authorized officer.

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors



By: Sachelle Smitherman

JUN 04 2013

DEPUTY

COUNTY OF LOS ANGELES

By: Mark Ridley-Thomas

Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Sachelle Smitherman

Deputy

JUN 04 2013

WESTERN STATE DESIGN,
INCORPORATED

Signed: Todd M. Hyatt

Printed: TOOD M. Hyatt

Title: Director of Operations

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: Michele Jackson

Michele Jackson
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUN 04 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT C1
PRICE SCHEDULE

AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE

Contractor shall be paid for the Term of this Agreement, including all Option Terms according to the following Price Schedule. All prices shall remain fixed for the duration of the Agreement.

BASE TERM

Pitchess Detention Center (PDC)

Year 1	Year 2	Year 3							
Monthly	\$58,329.00	Monthly	\$60,370.00	\$63,389.00					
Annual	\$699,948.00	Annual	\$724,440.00	\$760,668.00					
TOTAL \$2,185,056.00									

Twin Towers Custodial Facility (TTCF)

Year 1	Year 2	Year 3							
Monthly	\$750.00	Monthly	\$775.00	\$810.00					
Annual	\$9,000.00	Annual	\$9,300.00	\$9,720.00					
TOTAL \$28,020.00									

Sybil Brand Institute (SBI)

Year 1	Year 2	Year 3							
Monthly	\$1,500.00	Monthly	\$1,550.00	\$1,625.00					
Annual	\$18,000.00	Annual	\$18,600.00	\$19,500.00					
TOTAL \$56,100.00									

SUBTOTAL BASE TERM

\$2,269,176.00

OPTION TERM

Pitchess Detention Center (PDC)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months					
Monthly	\$66,550.00	Monthly	\$66,550.00	Monthly	\$66,550.00				
Annual	\$798,600.00	Annual	\$798,600.00	Total	\$399,300.00				
TOTAL \$3,593,700.00									

Twin Towers Custodial Facility (TTCF)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months					
Monthly	\$850.00	Monthly	\$850.00	Monthly	\$850.00				
Annual	\$10,200.00	Annual	\$10,200.00	Total	\$5,100.00				
TOTAL \$45,900.00									

Sybil Brand Institute (SBI)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months					
Monthly	\$1,700.00	Monthly	\$1,700.00	Monthly	\$1,700.00				
Annual	\$20,400.00	Annual	\$20,400.00	Total	\$10,200.00				
TOTAL \$91,800.00									

SUBTOTAL OPTION TERM

\$3,731,400.00

ADDITIONAL ONE YEAR PERIOD - AMENDMENT NUMBER FIVE

Pitchess Detention Center (PDC)

Monthly	Annual								
\$66,550.00	\$798,600.00								
TOTAL \$798,600.00									

Twin Towers Custodial Facility (TTCF) (IF SERVICES ARE PROVIDED)

Monthly	Annual								
\$850.00	\$10,200.00								
TOTAL \$10,200.00									

Sybil Brand Institute (SBI) (IF SERVICES ARE PROVIDED)

Monthly	Annual								
\$1,700.00	\$20,400.00								
TOTAL \$20,400.00									

SUBTOTAL ADDITIONAL ONE YEAR PERIOD:

\$829,200.00

TOTAL PRICE BASE TERM, OPTION TERMS, AND ADDITIONAL ONE YEAR PERIOD:

\$6,829,776.00

+ ALLOWANCE FOR OFF-HOUR REPAIR AND MAINTENANCE:

\$1,100,000.00

TOTAL MAXIMUM CONTRACT SUM:

\$7,929,776.00